



Procurement and Contracting Business Plan

For the

Water Quality Planning Bureau

Planning, Prevention, and Assistance Division
Montana Department of Environmental Quality
1520 East 6th Ave
Helena, MT 59620

Revision History

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1. Introduction

This Contracting and Procurement Business Plan is established to document the processes and practices employed by the Water Quality Planning Bureau (WQPB) of the Montana Department of Environmental Quality (DEQ) to:

1. comply with federal grant requirements internally and communicating these requirements to parties receiving pass through grants;
2. comply with state procurement laws, rules, and policy, and;
3. analyze processes for opportunities for continuous improvement.

2. Background

The Water Quality Planning Bureau (WQPB) of the Montana Department of Environmental Quality (DEQ) is responsible for the collection, analysis, and interpretation of environmental data to make decisions concerning the quality of surface, and to the extent practicable, groundwater in Montana¹.

To fund WQPB programs, the Environmental Protection Agency (EPA) lets grant monies to DEQ. Grants received by DEQ are distributed to the bureau from the Directors office and used according the purpose specified in the grant application work plan. Each grant has a purpose tied to a section of the Federal Water Pollution Control Act (herein, Clean Water Act or CWA) authorizing EPA to fund state or tribal programs. For example,

Federal Water Pollution Control Act (as amended 2002)

Grants for Pollution Control Programs

§ 106. (e) Beginning in fiscal year 1974 the Administrator shall not make any grant under this section to any State which has not provided or is not carrying out as part of its program -

- (1) the establishment and operation of appropriate devices, methods, systems, and procedures necessary to monitor, and to compile and analyze data on (including classification according to eutrophic condition), the quality of navigable waters and to the extent practicable, ground waters including biological monitoring; and provisions for annually updating such data and including it in the report required under section 305 of this act;...
-

2.1. Grants

To fund State environmental programs, EPA lets grant monies in the form of Performance Partnership Grants (PPG) and other grants to DEQ. These grant monies are received by DEQ either as block grants (e.g., 106 Grant) or for a specific purpose (e.g., 319 and 604 Grants).

The PPG block grant [CWA 106(e)] is received by the director of DEQ for partitioning to relevant department programs described in the Performance Partnership Agreement (PPA) between EPA and

¹ WQPB programs are state administered programs conforming to the federal clean water act (CWA) as described in the Code of Federal Regulations (CFR), Parts 130 and 131.

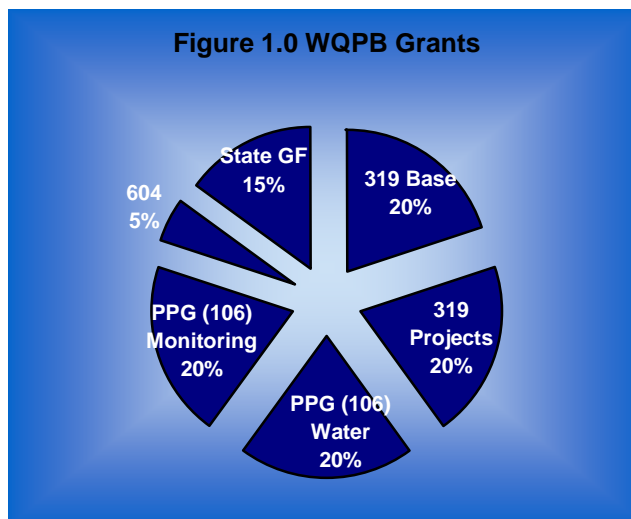
DEQ. The Water Quality Planning Bureau (WQPB) receives a portion of the PPG block grant to fund staffing, water quality monitoring, and supporting programs required under CWA section 106. Other CWA grants such as 319(h), and 604(b) are tied to other types of activities such as the state's Non-Point Source (NPS) program, TMDL development and water quality standards development.

Figure 1.0 describes (roughly) the percentage of each grant type comprising the entire WQPB budget.

2.1.1. 106(e) Grants

CWA section 106 grant funds are two-year grants let under the PPG. Within the WQPB, 106 grant monies are partitioned for two general purposes.

The first is to fund the staffing and subcontracted services necessary to monitor and assess Montana's surface waters for CWA section 305(b) and 303(d) reporting. This partition of the 106 grant is often referred to as "PPG Monitoring" because it is money for a specific purpose - monitoring - and comes from the PPG block grant.



The second partition is used to fund staffing and projects for other bureau programs supporting CWA related items such as Watershed Management, Water Quality Standards, and Data Management staff.

2.1.2. 319(h) Grants

CWA Section 319 grant funds are specifically designated for water quality and watershed restoration. 319 grant funds are not received as a block grant because the grant durations differ based upon the purpose they are used for. Also, CWA Section 319 requires a 40% non-federal match to be achieved as a condition of the grant. With these two conditions, the 319 grant comes in two forms, a 319 Base grant, and a 319 Project(s) grant.

The 319 Base grant is a one-year grant used to support the Watershed Protection and Watershed Restoration program staffing. A portion of the funds included under "State GF" in Figure 1.0 are used to satisfy the 40% non-federal match for 319 base grant monies used internally by the department.

The 319 Project(s) grants are three to five year grants funding TMDL planning and water quality restoration projects. Within these 319 Project monies, a portion is used by DEQ for direct negotiated TMDL planning projects administered by Watershed Management section staff.

These grant funds must meet the 40% non-federal match requirement through local, private, or state funds as matching monies or “in-kind” match. The remainder of 319 project money is pooled and let to successful grant applicants for (external) watershed restoration and protection, groundwater, and Information and Education (I & E) projects. Successful applicants must provide the required 40% non-federal match with local, private, or state funds or in-kind match.

2.1.3. 604(b) Grant

CWA Section 604 grants are let to states for Water Quality Management Planning under CWA sections 205(j) and 303(e). Funding is requested by DEQ to either provide staff support for the Water Quality Monitoring Program or to provide contracted services to support the direct implementation and continuation of the monitoring program. Implementation of a monitoring program involves several components:

- ❑ Designing and documenting the monitoring program in an EPA- or DEQ-approved Quality Assurance Project Plan (QAPP);
- ❑ Conduct monitoring in accordance with the approved QAPP and, conduct any ancillary studies described in EPA- or DEQ-approved Sampling and Analysis Plans (SAP) which has been developed under the auspices of the monitoring QAPP;
- ❑ Validate and interpret monitoring or study results;
- ❑ Compile results and the conclusions made into reports; and
- ❑ Store and share results and reports with DEQ and with the general public.

2.1.4. 104(b) Grant

CWA Section 104(b) grants are special study grants to, “conduct and report the coordination and acceleration of, research, investigations, experiments, training, demonstrations, surveys, and studies relating to the causes, effects, extent, prevention, reduction and elimination of pollution...” Montana has not had a Section 104(b) grant let to it since 2001.

2.1.5. Other Funding Sources

The WQPB also receives allocations from the State General Fund for staffing and projects passed by legislative mandate. Often, the appropriation of State General fund monies also satisfies non-federal match requirements associated with CWA Section 319 grants used by the state.

2.2. Using Grants - Purchasing Authority

40 CFR 31. Uniform administrative requirements for grants and cooperative agreements to State and local governments. This part of 40 CFR, or Code of Federal Regulations, establishes uniform administrative rules for Federal grants and cooperative agreements and sub-awards to State, local, and Indian tribal governments. *Administrative* requirements mean those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from *programmatic* requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

DEQ is required to follow 40 CFR Part 31 as a condition of receiving Federal Funds to implement CWA programs. At the same time, DEQ must adhere to Montana Code Annotated (MCA) when carrying out Administrative and Programmatic activities involving the expenditure of federal funds. To this extent, DEQ and the WQPB ensure compliance with both the Federal and State codes. In most instances, the MCA application is more restrictive and meets the federal requirements set forth in 40 CFR 31.

The Department of Administration (DOA) is responsible for the procurement of all services and supplies for the state of Montana. However, rather than requiring all purchases or procurements to be approved through the DOA, a finite level of this purchasing authority is delegated to Departments through Procurement Delegation Agreements (PDA).

The PDA between DOA and DEQ is referred to in DEQ's [Purchasing Policy](#). DEQ's purchasing policy describes the various means of purchasing or procurement, the requirements for each, and where DOA authority is re-established when purchases or procurements are sufficiently large.

Currently, DEQ is classified as a Level II Purchasing Authority, which states that all procurement activities under \$100,000 will be handled by DEQ. All procurement in excess of \$100,000 will be completed by DOA or issued via Task Orders against established term or master contracts (refer to Section 3.4.2.1). The PDA also provides four (4) areas in which DEQ can secure the services internally regardless of cost, these areas are: Remediation Contracts, Bond Forfeitures and Landfill Closure Services, Montana Environmental Policy Act (MEPA) Services, and Consulting Services for Environmental Permit Application Reviews.

At DEQ, purchasing authority is implemented by DEQ Financial Services. All purchases made by the WQPB are approved, reviewed, and accounted for by Financial Services.

Specific authority for making or approving Information Technology (IT)-related purchases and procurements is held by DEQ's Office of Information Technology (OIT). Similar to the relationship between DEQ's Financial Services and DOA, OIT's authority to autonomously make or approve large IT-related purchases and procurements for DEQ is limited. At DOA, the Information Technology Services Division (ITSD) exercises authority over OIT's purchases and procurements.

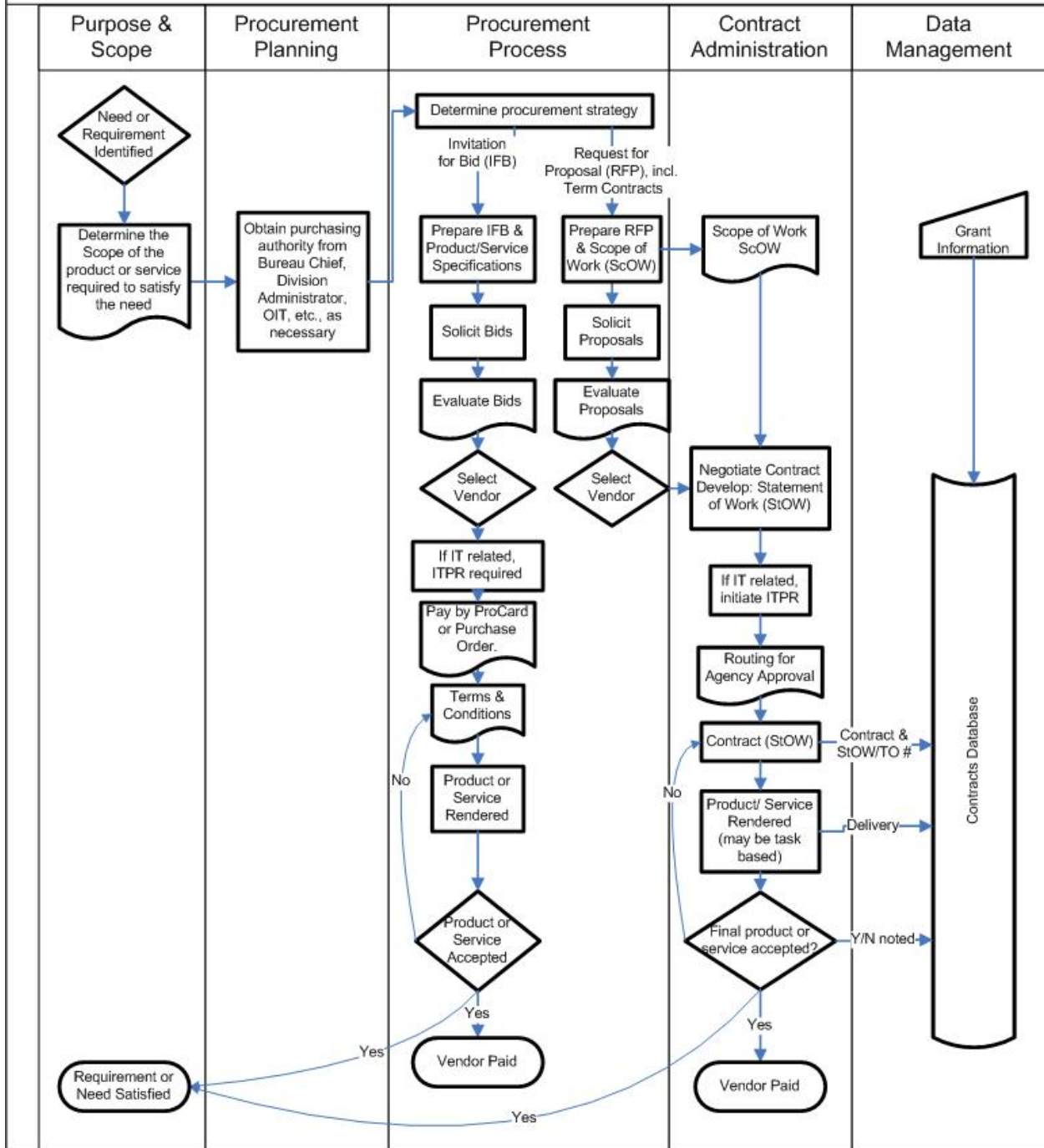
3. Satisfying WQPB Needs and Requirements

The *requirement* created by the CWA for states to have a water quality monitoring program establishes the basis for those grants to be let. Similarly, purchases with these funds must establish a need or requirement commensurate with the purpose of the grant. This is essentially the authority to expend grant funds.

Once authority (need) to expend funds is established, the *scope* of the project or service must be documented. This allows estimates of required funding to be made and checked against available funds. If funds are available, how the purchase will be made is determined by State and/or DEQ procurement policy.

Figure 1.2 gives a broad overview of the process by which Bureau needs or requirements are met. In this process, there are five basic steps beginning with Purpose & Scope, followed sequentially by Procurement Planning, the Procurement Process, Contract Administration, and finally Data or Information Management.

Figure 1.2 - WQPB Procurement & Contracting Protocol (General)



3.1. Purpose & Scope

The purpose of any purchase or procurement is to *satisfy* a need or requirement that has been identified. In order to determine what product or service is required to satisfy the need or requirement, the scope² of the product (commodity) or project (service) must be determined. With *commodities*, the scope may be a total number of units required, or the commodity's performance specifications. With *services*, scope is a description of what work is required to satisfy the identified need or requirement.

3.2. Procurement Planning

In planning a purchase or procurement, DEQ's purchasing policy provides direction on the process that is required to be undertaken in order to secure the commodity or service. This will determine whether or not a solicitation is necessary.

3.2.1. What Makes a Solicitation Necessary

3.2.1.1. Purchases

In order for a purchase to be made without some form of solicitation, the purchase must be under \$5,000 or from either a State Term Contract or as a Sole Source purchase. The procurement can be for either a Commodity (product) or a Service, such as "monitoring services".

3.2.1.2. Solicitation Exceptions

In certain cases procurement may proceed without a formal solicitation process. These exceptions are defined in the Administrative Rules of Montana (ARM) as follows:

2.5.301 DELEGATION OF PURCHASING AUTHORITY

- (1) Agencies may exercise authority to purchase noncontrolled items with a total contract value of \$5,000 or less. Agencies may exercise delegated purchasing authority greater than \$5,000 and for exigency purchases in accordance with written delegation agreements described in ARM 2.5.202, with the Montana Procurement Act and with these rules.
- (2) Delegation and competitive procedures are not necessary for the following purchases:
 - (a) salaries;
 - (b) fees for those professions exempted by 18-4-132, MCA;
 - (c) travel and per diem;
 - (d) retirement and social security payments;
 - (e) freight;
 - (f) landfill charges;
 - (g) supplies or services whose prices are regulated by the public service commission or other governmental authority;
 - (h) pastoral services;
 - (i) training;
 - (j) training and conference space rental and catering;
 - (k) fresh fruits and vegetables; and

² **Scope** \ˈskōp\ *n* [purpose, goal] **1:** Space or opportunity for unhampered motion, activity, or thought **2:** INTENTION, OBJECT **3:** extent of treatment, activity, or influence **4:** range of operation

(l) educational instructors and guidance counselors for inmates under the supervision of the department

2.5.604 SOLE SOURCE PROCUREMENT

(6) The following items do not require sole source justification and shall be purchased directly by the agency regardless of delegated authority:

- (a) professional licenses;
- (b) dues to associations;
- (c) renewal of software license agreements; or
- (d) purchase or renewal of maintenance agreements for software or hardware; or
- (e) publications available only from a single supplier.

...and Montana Code Annotated as follows:

18-4-132. Application.

(1) This chapter applies to the expenditure of public funds irrespective of their source, including federal assistance money, by this state acting through a governmental body under any contract, except a contract exempted from this chapter by this section or by a statute that provides that this chapter does not apply to the contract. This chapter applies to a procurement of supplies or services that is at no cost to the state and from which income may be derived by the vendor and to a procurement of supplies or services from which income or a more advantageous business position may be derived by the state. This chapter does not apply to either grants or contracts between the state and its political subdivisions or other governments, except as provided in part 4. This chapter also applies to the disposal of state supplies. This chapter or rules adopted pursuant to this chapter do not prevent any governmental body or political subdivision from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

Note: Parts (2) through (9) list exceptions to applicability, which are not often invoked in WQPB procurements. For more information please review the MCA.

3.3. Procurement Processes

3.3.1. Determine the procurement strategy

The procurement process has two distinct paths, Invitation for Bid (IFB) and the Request for Proposal (RFP). Which path is taken is determined by how much (specifically) is known about the scope. If what is needed is precisely known, the solicitation may be best in the form of an Invitation for Bid (IFB). If little or limited information is known, the RFP process may be the best route. Invitation for Bid's are awarded to the bidder with the lowest submitted cost who minimally meet requirements, while an RFP allows for an evaluation of proposed services, implementation of services, staff members involved in the project, and cost. Other review criteria may be added to the RFP evaluation based on specific project needs.

3.3.1.1. IFB vs. RFP

Determining the type of procurement is a function of how well the agency (e.g., DEQ) understands what is required to satisfy the need or requirement. Needs and requirements that can be satisfied with commodities are examples where what is needed is specifically known. Subsequently, commodity

procurements are usually satisfied by IFB solicitations. Services may be procured by IFB as well, but it may be more challenging to describe (exactly) the services required to satisfy the need.

When the specifics necessary to satisfy a need or requirement are unclear, difficult to describe, or the intent is to measure or evaluate how something could be done, the Request for Proposal (RFP) process is preferred. If this is a technology procurement or project, an approved ITPR is required prior to issuance. In the RFP process, the need or requirement, along with the project scope and evaluation criteria are stated to prospective vendors who in turn provide their proposal and price to satisfy the need within the scope. Selection criteria for RFPs are not based solely on price. There may be other relevant factors such as best approach, completion time, experience and work history, quality systems in use by the vendor, or vendor location.

3.3.1.2. Limited vs. Formal Solicitation

The extent of the solicitation can be either a *limited solicitation* or a *formal solicitation*. Rules for when a limited and formal solicitation is required are governed by state procurement policy. These rules are:

- ☐ Limited solicitation is required when the cost of the purchase is expected to exceed \$5,000;
- ☐ Formal solicitation is required when the cost of the purchase is expected to exceed \$25,000.

The number of vendors solicited is determined based on whether the solicitation is limited or formal.

- ☐ Limited solicitations are sent to a minimum of three prospective vendors.
- ☐ Formal solicitations are open to any vendor.

Limited and formal solicitations may be used at lower cost levels, but are required above the levels stated here.

3.3.2. **Prepare Solicitation**

With IFB's, the selection criterion is simply the lowest priced bid which minimally meets all specifications. Despite its seeming simplicity in the selection criteria, there is actually a greater burden in preparing the solicitation so that vendors understand exactly what they are bidding on. Whether limited or formal, IFBs must contain specific details expressed as product or project specifications.

A RFP is a formal request for vendors to create a proposal to satisfy the need or requirement within the project scope. RFPs are evaluated against criteria determined at the beginning of the solicitation to be the most relevant to satisfaction of the need. There are numerous criteria that could be used, including: overall price, product that best meets the state's needs, the proposal that demonstrates the best understanding of the need and scope and presents the most efficient design for completing the project, firm with the best quality controls, previous experience, or most qualified staff.

3.3.2.1. Prepare Solicitation

Invitation for Bid Preparation: The DEQ Purchasing Policy details the forms to be used when issuing an Invitation for Bid (IFB). The basic form is a template that is continually updated by the DEQ Contracts Officer and State Procurement Bureau to contain the latest Standard Term and Conditions (see Attachment A) under which the agreement will be executed. Within the IFB template, Sections 1 & 2 requires additional information that is typically handled by the Agency Project Manager in consultation with the WQPB Grants & Contracts Officer and the DEQ Contracts Officer. Section 3 (Special Conditions) and Section 4 (Specification and Pricing Schedule) of the template must be addressed by the Project Manager or Team, as it is specific to the commodity or service being sought.

When preparing the product or service specifications, the requesting entity must have a very detailed description of the product or service they wish to procure without being so restrictive that only one vendor would be able to meet the specifications. It is important that the Project Manager do some research to see which firms can offer the product or service and gather initial specifications from their literature. After the research is complete, the Project Manager together with the WQPB Grants & Contracts Officer will compile a specification listing, as well as determining shipping arrangements, insurance requirements, performance security, and any other special condition that may be deemed necessary to secure the proper product or service to satisfy the identified need and ensure successful project.

If the product or service is IT-related, the Program Project Manager will work with the appropriate OIT staff liaison to conduct product research and specifications. Most IFB's for IT products are conducted by OIT staff for agency programs.

Request for Proposal Preparation: The DEQ Purchasing Policy details the forms to be used when issuing a Request for Proposal (RFP). The basic form is a template that is continually updated by prior approval from State Procurement Bureau to contain the latest Standard Term and Conditions (see Attachment A) under which the agreement will be executed. As with the IFB template, Sections 1 and 2 require the Project Manager to consult with the WQPB Grants & Contracts Officer and the DEQ Contracts Officer for basic process and contractual requirements. Section 3, 4 and 5 of the RFP Template require specific information for the project. Basically, Section 3 of the RFP is a need or requirement combined with project scope to describe the Scope of Work (ScOW) for the RFP. A ScOW defines the boundaries that the vendor has in designing its proposal. Section 4 of the RFP is the Qualification Section which will describe all scoring criteria for the RFP. This determines how the agency deems an offeror to be qualified to do the project and carry out the scope of work as proposed. Section 5 of the RFP Template is the Cost Proposal and must be tied directly to the Qualifications as established in Section 4 of the RFP. Section 6 details the evaluation criteria which must be established prior to issuance of the RFP. The Project Manager will work closely with the WQPB Grants & Contracts Officer and the DEQ Contracts Officer to ensure the Scope of Work as detailed in Section 3 will be accomplished in a quality manner by identifying the specific qualifications necessary (Section 4) to meet the identified need and correlate those qualifications to a cost proposal (Section 5). The final step is to ensure that the evaluation criteria (Section 6) established in the RFP document will truly bring the best proposal to the forefront in a fair and equitable manner.

Where the project is IT-related, the Program Project Manager will coordinate with the appropriate OIT staff. OIT coordination or assistance is essential to development of project scopes that will result in IT products or services that mesh within agency and state information system and framework.

The RFP document hinges on detailing a quality Scope of Work (ScOW). A more specific Statement of Work (StOW) may also be included in the RFP for the project or services desired, if known at this time. Ideally, the StOW will be broken down into Tasks that are deemed necessary by the agency in order to meet the project need. Each Task should be described in detail as to how the requesting agency believes the work will be undertaken. Additionally, the task should then detail the desired outcome, product or deliverable along with a schedule, budget, and statement of acceptance criteria to be used.

The IFB and RFP templates are available at: <http://gsd.mt.gov/procurement/forms.asp>

3.3.2.2. Solicitation for Bids or Proposals

The DEQ Purchasing Policy details the method in which bids or proposals must be solicited. In accordance with the PDA, all formal solicitations will be posted to the DOA website at <http://www.mt.gov/doa/gsd/osbs/default.asp>. DEQ is able to contact vendors directly in the formal procurement process (above \$25,000) and advise them that the IFB or RFP is available at the State Procurement Bureau website.

If the procurement method is not a formal solicitation, DEQ will select and contact a minimum of three vendors who are known to have the ability to supply the commodity or service desired. The vendors being contacted can be solicited from an Agency or WQPB Vendor List or additional vendors can be sought out through the State Procurement Bureau. All vendors contacted must be noted on the Limited Solicitation Vendor form when purchases are between \$5,000 and \$25,000.

3.3.2.3. Evaluate Vendor's Responses

Invitation for Bid Evaluation: An IFB has a determining factor of low cost. All IFB solicitations, whether formal or informal, will be recorded identifying the Vendor, if the bid was received in a timely fashion, and what the bottom-line dollar cost is for the bid. Limited solicitation bids can be received by fax or email as long as they are received by the sole point of contact for the procurement process. Formal solicitations must be received in hard copy format and in a sealed envelope by the specified time. Once the deadline has passed, the bids will be opened in a public forum and recorded.

Request for Proposal Evaluation: The evaluation of an RFP is typically broken down into seven parts: The following evaluation steps must be adhered in order to maintain a fair and equitable process as required by the Montana Procurement Act. Note: check the State Procurement Bureau Website for the most recent version of these as they are updated regularly.

- **Initial Classification of Proposals as Responsive or Nonresponsive.** All proposals will initially be classified as either “responsive” or “nonresponsive,” in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will be dropped from further consideration.
- **Determination of Responsibility.** The procurement officer (from DOA, DEQ, or WQPB) will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.
- **Evaluation of Proposals.** An evaluator or evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion or negotiation, or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most

advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

- **Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response, or subsequent discussion or negotiation or "best and final offer," if requested, will not be considered and will have no bearing on any award. Additionally, the offeror may be disqualified from further consideration.
- **Optional Step.** The percent specified for a passing score must correspond to the Scoring Guide percentage for a passing score in Section 6. **Achieve Passing Score.** Any proposal that fails to achieve ____% of the total available points for Sections _____ (or a total of ____ points) will be eliminated from further consideration.
- **Opportunity for Discussion, Negotiation, Oral Presentation, or Product Demonstration.** After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation, product demonstration, or both, to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to **(insert city)**, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, are at the offeror's expense.
- **Best and Final Offer.** The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed or negotiated changes. The State reserves the right to request a "best and final offer" for an RFP, if any, based on price or cost alone.

3.3.2.4. Select Vendor

Invitation for Bid: The Procurement Officer (DOA, DEQ, WQPB) will identify the lowest cost submitted and will issue a "Request for Documents Notice" to the lowest priced offeror to obtain the required insurance documents, contract performance security, etc. Once the documents have been received and accepted by the agency overseeing the procurement, a purchase order will be issued.

Request for Proposal: The evaluator or evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's or evaluation committee's recommendation. Upon concurrence with the evaluator's or evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

3.4. Contract Administration

Proper contract administration starts at the procurement level when identification of a need is first established and carries through to the end of a contract period where services, products, or deliverables are received and accepted by the requesting entity.

3.4.1. Scope of Work (ScOW)

A ScOW is developed in order to solicit IFB or RFP proposals from offerors to provide the services necessary to achieve an end product or deliverable. The ScOW defines the broad base or “side-boards” for a project. The ScOW developed for the solicitation is necessarily carried through to contract negotiations to provide a control for the negotiation process; protecting both the project and the offeror, whose proposal was developed according to the ScOW.

When specifics of the work to be performed within the ScOW are known, these are prepared in the solicitation process (Sec. 3.3.2.1) as Statements of Work (StOW).

3.4.2. Negotiating Contract and Developing Statement of Work (StOW)

When a ScOW has been put forth, the requesting entity and selected contractor or offeror will then work on negotiating the final StOW for a contract. The StOW must remain consistent with the ScOW, particularly where information from the Offerors proposal is used for development of the StOW. Ideally, the ScOW and Offerors proposal will mirror each other, with the proposal offering more detail as to project approach and implementation.

It is up to the designated Project Manager along with the WQPB Grants & Contracts Officer, DEQ Contracts Officer, and OIT liaison (if IT-related) to negotiate the StOW and describe deliverables and deliverable acceptance criteria. To keep the StOW in a logical order, work items may be described as Tasks, with delivery and acceptance criteria for each task. This is a common approach for WQPB contracts where several distinct work types are necessary within the ScOW, or at a more specific level, StOW (e.g., Sample collection, data validation, and analysis of validated results, which could be defined as tasks within the scope of “water quality assessment”). With task level detail, the StOW can be used (by both parties entering into the contract) as a control to prevent the ScOW from being violated in terms of cost, timeframe, or product.

At the most specific level used to define the ScOW, whether as a single StOW or as Tasks under the StOW, the following information must be provided.

Description:

Cost:

Contractor Services:

DEQ Services:

Timeline and Period of Performance:

Acceptance Criteria:

Services that are contingent upon undefined, unknown, or unexpected events, such as maintenance, enhancement, or service level agreements, may only define the ScOW and StOW, leaving the Task, delivery and acceptance criteria open for a triggering event or occurrence. These types of contracts must refer to the change control (section 3.4.3) system that will be used for each modification to the contract.

Both parties, DEQ and the Offeror, must concur with the ScOW and the resulting StOW before they can be placed in a contract. Additionally, the offeror must accept the Standard Terms and Conditions along with all other contractual obligations detailed in the boilerplate contract. All WQPB contracts will consist of: Boilerplate Contract, Attachment A (StOW), Attachment B (Invoice Form), and, when relevant, Attachment C (WQPB Document Requirements).

3.4.2.1. StOW for Term or Master Contracts

The state also uses “term or master” contracts as contracting vehicles. Term contracts are established by the SPB using the RFP process, where vendors are solicited to provide qualifications, proposals, and rates for specific service areas (ScOW). Contracts are issued for a specific time frame; however no tasks or resources are assigned. Specific work is assigned via a Statement of Work (as described in Section 3.4.2) with task-specific details including, task description, product or deliverable, agency services, timeframe, consideration, and acceptance criteria. DEQ Master Contracts are similar to SPB term contracts although they are negotiated with a single entity for a specific Scope of Work (ScOW) and time period. The actual work is assigned via a Statement of Work (StOW) as with term contracts.

3.4.2.2. IT-Related Requirements

The Information Technology Services Division (ITSD) of DOA requires that an Information Technology Procurement Request (ITPR) is prepared and approved for all IT-related purchases regardless of cost. The ITPR requirement is used as the IT authority instrument so that ITSD and DEQ’s Office of Information Technology (OIT) retain control of hardware and software used by state, or the DEQ, respectively. Therefore, all IT-related StOWs and task details are to be developed in coordination with, or provided for review, to the DEQ OIT Business Development Unit, which then produces the ITPR for ITSD review and approval. All IT-related procurements and projects also require, at present, the approval signature of the state’s Chief Information Officer (CIO) for initial contracting. All StOWs containing specific task details are also provided to the ITSD Business Analyst as a courtesy, regardless of signature requirements. Additionally, IT-related projects that meet certain size (cost) and risk thresholds will require oversight by DOA Office of Project Management.

3.4.2.3. Contract Approvals

All DEQ Contracts must be reviewed for administrative, financial, and technical content. In order to ensure all three arenas are satisfied, the contract must be reviewed and have signature sign-offs by the following:

- ☐ State Procurement Bureau
- ☐ PPAD Fiscal Specialist
- ☐ WQPB Grants & Contracts Officer
- ☐ WQPB Project Manager
 - IF STORET, WQ Modeling, or QA-related then:**
 - ☐ DMS Program Manager
 - IF IT-related then:**
 - ☐ OIT Business Development Manager
 - ☐ OIT Application Development Manager
 - ☐ WQPB Section Manager
 - ☐ WQPB Bureau Chief
 - ☐ DEQ Legal
 - IF IT-related then:**
 - ☐ DEQ OIT routing to DOA ITSD (ITPR approval; CIO signature, if required)
 - ☐ PPAD Division Administrator

- ❑ PPAD Fiscal Manager
- ❑ DEQ Financial Services Budget Analyst
- ❑ DEQ Financial Services Contracts Officer

Contract approval routing is controlled by sign-off sheets, which are attached to the face of the contract file. An example of the contract approval routing slip used for WQPB contracts is included as Attachment B.

3.4.3. Change control

Purchase Order Adjustments: Purchase Orders, while usually finite in terms of quality, quantity, and price, many times need to have an adjustment made to satisfy the agency need will be met. When an increase in product or minor specifications such as shipping conditions or location is identified, the two parties must mutually agree to make an adjustment to the purchase order. Upon mutual agreement, the state entity that issued the purchase order will issue a Purchase Order Adjustment to the vendor incorporating the agreed upon changes.

Contract Modifications: All contracts are written to derive the desired outcome; however, once the contract has been executed, there are times when a modification or change is deemed necessary. In order for a contract modification to be executed, the WQPB Project Manager must negotiate with the contractor on how the change will be reflected. Changes can be in the form of a simple contract end date being extended up to a StOW being further defined resulting in a modified outcome for a specific Task.

Additionally, a contract modification is required when adjusting labor rates authorized in a contract. The WQPB utilizes a Labor Rate Change Routing slip to approve the requested rate changes. The request must be approved by the WQPB Contracts/Grants Officer, the WQPB Project and Program Managers, the PPA Fiscal and Administrative Officers and the DEQ Contracts Officer. The process must be approved by all parties assigned on the routing slip in order to be incorporated into a contract modification. If a party does not approve the request, all designated parties must meet to determine DEQ's response to the requesting contractor. The routing slip is attached to this document Attachment D.

Changes to a contract will initiate with the Contractor and WQPB Project Manager. Once they are in agreement, they will coordinate the necessary activities with the WQPB Grants & Contracts officer who will detail the necessary steps for the modification. After the modification has been agreed upon by DEQ and the contractor, a contract modification will be issued to the contractor after it has been routed for approval. The routing for contract modifications is the same as contract approvals detailed in 3.4.2.2 above.

IT-Related Contract Modifications: The Information Technology Services Division of DOA requires that an ITPR be prepared and approved for modifications to all IT-related purchases that extend the end date, change scope or increase the contract amount. However, at present, only modifications that increase the contract budget by more than \$50,000 require the approval signature of the state CIO. A courtesy copy of all contract modifications are electronically sent to the ITSD Business Analyst.

3.4.4. Delivery & Acceptance

All contracts will contain a ScOW and a StOW, at a minimum. If it is necessary to segregate the StOW into specific work units, these may be described as Tasks. The Tasks will contain a description of all products or deliverables along with timelines and methods of delivery. The boilerplate contract also identifies to which party the product or deliverable will be sent, in what format, and may further define who has acceptance authorities. The contractor must comply with the boilerplate contract instructions, as

well as, task details within the StOW. Contract deliverables submitted to the WQPB may require acceptance and notification of delivery to several staff within the bureau and other affected business units. Examples include: the bureau's Grants & Contracts Officer, Project Manager, Librarian, STORET Manager, QA Officer, and OIT Project Liaison. An example contract deliverable routing slip is provided as Attachment C.

3.4.5. Payment

All contracts will contain a ScOW and a StOW, at a minimum. If it is necessary to segregate the StOW into specific work units, these may be described as Tasks. The lowest (most specific) level used to describe the work or product (either StOW or Task) in the contract will contain a cost, description, timeline, method of delivery, and acceptance criteria. The boilerplate contract will also identify the consideration as to the entire dollar amount of the contract and method of securing payments. WQPB contracts will contain an Attachment B, which is an invoice request form broken down by identified task budgets. The boilerplate contract provides direction for how the costs are to be documented, which expenses will be allowed, whom to send invoices to at DEQ, and how to secure payment. The contractor must comply with the boilerplate instructions as well as the task details within the StOW. The WQPB will withhold 20% of task cost until the final product or deliverable have been received and accepted by DEQ. Upon receipt and acceptance of individual task product or deliverable, DEQ will release remaining funds, if billed for in advance, or process final billing statement for that task or contract.

3.5. Managing Contracting Information

3.5.1. Grant Information

All grants received from outside sources are made to the Department of Environmental Quality (DEQ). Official communication of grants, including awards, extensions, and amendments are managed by DEQ Financial Services, who then delegate the administrative and programmatic functions to the appropriate Division, Bureau, and Program. The WQPB works with the DEQ Financial Services and the Planning, Prevention and Assistance Division Fiscal Manager and Financial Specialist to administer grants in accordance with 40 CFR 31. Products of the grants, including products received from sub-grantees, sub-contractors, and WQPB staff, are then documented by the WQPB Grants & Contracts Officer in annual reports and stored in the WQPB Library Database, EPA Databases of STORET and Grant Reporting and Tracking System (GRTS).

3.5.1.1. EPA Grant Reporting and Tracking System (GRTS) Database

The Environmental Protection Agency employs a CWA Section 319 database for tracking sub-grantee projects awarded by the State each year. The WQPB Grants & Contracts Officer is responsible for ensuring all sub-grantee awards with Section 319 funds are input to the GRTS database and updating as to progress on a quarterly, semi-annual, annual, and final report basis. All products derived from sub-grantee contracts must be input to the GRTS database, which is provided to all Federal, State, and Tribal 319 grant recipients. EPA uses this database to track environmental results and locations of projects using Section 319 funds.

3.5.2. Water Quality Planning Bureau Contracts Database

The WQPB employs a relational database system as a project management and reporting tool for contracted services and activities. The Contracts Database (CDB) is presently developed in MS Access 2003 and tracks the following data and information related to each contract, or scope of work, let by the program: funding source; agency project manager; grantee or contractor; grantee or contractor type;

contracts; ScOWs; contract attachment A and B (imbedded files); task definition, budget, and schedule, task-level product or deliverables, product location; and related quality systems documents.

3.5.3. Water Quality Planning Bureau Library

Library-related reference materials procured via contracts are stored and managed in the Planning, Prevention, and Assistance Division's library in the Metcalf Building. Reference materials include: physical reports, documents, manuscripts, or maps; electronic deliverables on CDs or DVDs; and videos. All library materials are catalogued, assigned a unique call number, and entered into the WQPB Library Database. Additionally, the call number is entered into the CDB. The WQPB Library Database is accessible to agency personnel with Oracle network access rights and by the public via the Montana State Libraries Shared Catalogue system.

3.5.4. EPA STORET Database

Contracted services and activities that include the collection of water quality metric data is managed and stored in EPA's STOage and RETrieval Database (STORET). Metric data is managed in local instances of STORET and are transmitted to EPA's National STORET Data Warehouse where it can be queried via an Internet application maintained by EPA.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION

RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations **ONLY** if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are **ONLY** accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors

will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number **MUST** appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**DEPARTMENT OF ENVIRONMENTAL QUALITY
PLANNING, PREVENTION & ASSISTANCE DIVISION**

Sent By: VVS		Initials	Date
	Administration		
	Compton, Art		
	Schwend McEachern, Susan		
	VanSwearingen, Vicki		
	Air, Energy & Poll Prev		
	Moore, Lou		
	Brensdal, Georgia		
	Duncan, Mike		
	Erp, Elton		
	Green, Brian		
	Phillips, Ken		
	Spangler, Brian		
	Water Quality Planning		
	Mathieus, George		
	Bond, Jim		
	Bostrom, Mark		
	Bukantis, Bob		
	Byron, Tim		
	Feldman, Dave		
	Flynn, Kyle		
	Harrie, Ann		
	Kelley, Mark		
	Kron, Darrin		
	Pipp, Mike		
	Ray, Robert		
	Rung, Robin		
	Sada, Rosie		
	Schade, Pete		
	Stolp, Staci		
	Storror, Ann		
	Suplee, Mike		
	Yashan, Dean		
	Technical/Financial Assistance		
	Teegarden, Todd		
	Golz, Marc		
	LaVigne, Paul		
	Meek, Joe		
	Saul, Lynda		
	Smith, Mark		
	Wiens, Gary		
	DIRECTORS OFFICE		
	Opper, Richard		
	Livers, Tom		
	North, John		
	Madden, Jim		
	Massman, Claudia		
	CENTRAL SERVICES		
	Rude, Dean		
	Smith, Susie		
	Call, Deb		
	Parkinson, Joy		
	Hansen, Mitzi		
	INFO TECH		
	Jason Newton		
	Jerry Steinmetz		
	Barry Bass (ITSD)		

**DEPARTMENT OF ENVIRONMENTAL QUALITY
PLANNING, PREVENTION & ASSISTANCE DIVISION**

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	Schwend McEachern, Susan		
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	Harrie, Ann		
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	Ray, Robert		
	Rung, Robin		
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	Schade, Pete		
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	Wiens, Gary		
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	Opper, Richard		
	Livers, Tom		
	North, John		
	Madden, Jim		
	Massman, Claudia		
	CENTRAL SERVICES		
	Rude, Dean		
	Smith, Susie		
	Call, Deb		
	Parkinson, Joy		
	Hansen, Mitzi		
	INFO TECH		
	Jason Newton		
	Jerry Steinmetz		
	Barry Bass (ITSD)		

Contract Deliverables Routing Slip						Contract #
		Y	N	Date	Comments	
1 Contract Officer						
	Rob Rung	Note placed in contract file				
2 Librarian						
	Pam Arroues	Put deliverable in library				<input type="checkbox"/> Submit transmittal form
3 Program Staff Review	Accepted	Rejected	Transmittal Form	Date	NOTE: Please remember to cc other interested persons when submitting the Transmittal Form	
Data Management						
	Berscheid, Jolene					
	Bostrom, Mark					
	Flynn, Kyle					
	Stolp, Staci					
Implementation/NPS Section						
	Kelley, Mark					
	Storrrar, Ann					
Watershed Management						
	Bond, Jim					
	Byron, Tim					
	Kron, Darrin					
	Lindgren, Heidi					
	Schade, Pete					
Water Quality Standards						
	Apfelbeck, Randy					
	Feldman, David					
	Suplee, Mike					
4 Supervisor/Bureau Chief		Reviewed	Date			
	Bukantis, Bob					
	Mathieus, George					
	Pipp, Michael					
	Ray, Robert					
	Sada, Rosie					
	Yashan, Dean					
5 Contract Officer						
	Rob Rung	Location of final product:				

ATTACHMENT D

LABOR RATE CHANGE APPROVAL ROUTE SLIP

Labor Rate Approval:

DEQ Contracts:

Date:

WQPB	<u>Accepted</u>	<u>Rejected</u>	<u>Initials</u>	<u>Date Received</u>	<u>Date Sent Out</u>
Contracts Officer					
Rob Rung					
Project Managers					
Supervisors					
PPAD					
Fiscal Officer					
Administrative Officer					
Financial Services					
Contracts Assistant					
Contracts Officer					
Contracts Assistant					
Other (i.e. OIT)					

Financial Services: Please return a copy to Rob Rung at Planning, Prevention and Assistance Division after you review these adjustments to the contracts.